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Tarrant County Texas

Official Public Records

11/19/2009 3:19 PM

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Dega Henker

Suzanne Henderson

PGS 4 \$28.00

Submitter: SIMPLIFILE



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas. Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDE	
BY SIMPLIFILE	

Blickely, Robert et ux Tiffany

Ву: _______

CHK00985

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode: 13573

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 12 day of DCT 2005 by and between Robert Trent Blakey and Tiffany Blakey, husband and wife whose address is 1613 Crestwood Trail Keller, Texas 76248, as Lessor, and HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, 13465 Midway Road, Suite 400, Dallas, Texas 75244, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including

the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

land, hereinafter called leased premises:

See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>0.446</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of [5] five years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

- execute at Lessers request any soldinons or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shadh-or preliates between the more of the purpose of the previous previous and the products are previous and the products are produced in the products are produced in the products and the products are produced in the products are produced in the products are produced in the products are products and the products are products are producted and associated at Lessers as sport for finding the products are producted and associated at Lessers as sport products, the products are producted and associated and Lessers separated and Lessers are producted and associated and Lessers separated and Lessers are producted as a product of the products are producted as a product of the products are present to the products are producted as a product of the product o

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers is interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written rele

in accordance with the net acreage interest retained hereunder

Initials B

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of war and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, screet water from Lessor's wells or ponds. In exploring, developing, producing mented in the sease of the partial control of the leased premises described in Paragraph 1 above, notwithstanding any partial and/or other substances produced on the leased premises or related in the sease of the partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith, the ancitary rights granted from the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall bury its poperations to buildings and other improvements on one hereafter the sease premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its futures, equipment and materials, including used classing, from the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its futures, equipment and materials, including used casing, from the leased premises or such other lands during the term of this lease, or within a reasonable time the remove the control of the substances or such development of the lands during the term of this lease is an advantage or such previous or such as a s

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. LESSOR (WHETHER ONE OR MOR abert Trus Blok OBERT TRENT BLAKEY JIFFAMY ES5002 LESSOR ACKNOWLEDGMENT day of Oct 2005 by ROBERT TREAT BLAICEY a Si Notary Public, State of Texas LUKAS GRANT KRUEGER CRANTLAUR GER Notary's name (printed): Livens Grandary's commission expires: February Notary Public, State of Texas My Commission Expires February 19, 2012 ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF , 20 05, by TIFFANY BLAKEY Notary Public State of Texas LUKAS GRANT KRUEGER GRANIT KRUEARR ST. A SOL Notary Public, State of Texas My Commission Expires February 19, 2012 CORPORATE ACKNOWLEDGMENT COUNTY OF This instrument was acknowledged before me on the _, 20_ by corporation, on behalf of said corporation. Notary Public, State of Texas Notary's name (printed):_____ Notary's commission expires: RECORDING INFORMATION STATE OF TEXAS County of o'dock _ This instrument was filed for record on the day of ecords of this office. , of the rded in Book . Page

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By Clerk (or Deputy)

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Exhibit "A" Land Description

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.466 acre(s) of land, more or less, situated in the H. Weatherford Survey, Abstract No. 1651, and being Lot 32, Block 3, Glen Forest, Phase II, an Addition to the City of Keller, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet A, Page/Slide 1968 of the Plat Records of Tarrant County, Texas, and being further described in that certain Warranty Deed With Vendor's Lien recorded on 09/10/2004 in Instrument D204284448 of the Official Records of Tarrant County, Texas.

ID: , 15445-3-32

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